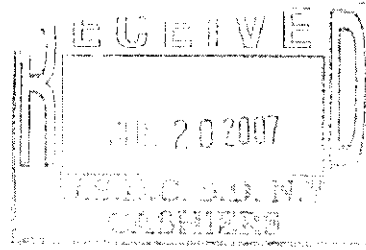


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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ZIM INTEGRATED SHIPPING SERVICES,
LTD.,

Plaintiff,

- against -

BELCO RESOURCES, INC., SINOCHEN
JIANGSU CORPORATION, NANJING HUABIN
FOREIGN TRADE & ECONOMICS CO., LTD.,
HUABANG INTERNATIONAL, INC.,
SINOTRANS NINGBO INTERNATIONAL
FORWARDING AGENCY CO., LTD.,
JOHN DOE 1-10,

Defendants.

-----X

[Handwritten signature]

97 630 5861

Case No. _____

**VERIFIED COMPLAINT
AND RULE B ATTACHMENT**

Plaintiff ZIM INTEGRATED SHIPPING SERVICES, LTD. ("Zim"), by its attorneys, DeOrchis, Wiener & Partners, LLP, as and for its Complaint against Defendants BELCO RESOURCES, INC. ("Belco"), SINOCHEN JIANGSU CORPORATION ("Sinochem Jiangsu"), NANJING HUABIN FOREIGN TRADE & ECONOMICS CO., LTD. ("Huabin"), HUABANG INTERNATIONAL, INC. ("Huabang"), SINOTRANS NINGBO INTERNATIONAL FORWARDING AGENCY CO., LTD. ("Sinotrans Ningbo"), and John Doe 1 to 10, alleges upon information and belief, as follows:

JURISDICTION AND VENUE

1. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1333 and 28 U.S.C. § 1331. This Court may exercise supplemental jurisdiction over Zim's state law claims pursuant to 28 U.S.C. § 1367.

2. Venue is proper under 28 U.S.C. §§ 1391 (c) and (d), and under section 24 of Zim's Bill of Lading terms and conditions.

PARTIES

3. At and during all times hereinafter mentioned, Plaintiff Zim was and still is a foreign corporation organized and existing under and by virtue of the laws of the State of Israel, with an office and principal place of business located at 9 Andrei Sakharov Street, Matam P.O.B. 1723, Haifa, 31016 Israel. Zim, at all times hereinafter mentioned, was engaged in the business of ocean transportation services.

4. Upon information and belief, Defendant Belco was and still is a foreign corporation organized and existing under and by virtue of the laws of North Carolina with an office and principal place of business located at 146 Roundabout Ct., P.O. Box 8164, Rocky Mount, NC 27804. Belco, at all times hereinafter mentioned, was engaged in the business of supplying fertilizers, industrial chemicals, and farm equipment.

5. Upon information and belief, Defendant Sinochem Jiangsu was and still is a foreign corporation organized and existing under and by virtue of the laws of P.R. China with an office and principal place of business located at 28F Shangmao Century Plaza, 49 Zhongshan South Road, Nanjing 210005, Jiangsu Province, P.R. China. Sinochem Jiangsu, at all times

hereinafter mentioned, was engaged in the business of importing and exporting pharmaceutical and chemical products.

6. Upon information and belief, Defendant Huabin was and still is a foreign corporation organized and existing under and by virtue of the laws of P.R. China with an office and principal place of business located at 5-6F, 51W Hankou Road, Nanjing 210024, Jiangsu Province, P.R. China. It has also another address at 8/F Ruihua Building, 315 South Zhongshan Road, Nanjing 210001, Jiangsu Province, P.R. China. Huabin, at all times hereinafter mentioned, is engaged in the business of handling and shipping goods.

7. Upon information and belief, Defendant Huabang was and still is a foreign corporation organized and existing under and by virtue of the laws of P.R. China with an office and principal place of business located at Room B-33, 8F Centre Commercial Building, 54 Dashani Street, Ningbo, Zhejiang Province, P.R. China. Huabang, at all times hereinafter mentioned, is engaged in the business of booking cargo and freight forwarding.

8. Upon information and belief, Defendant Sinotrans Ningbo was and still is a foreign corporation organized and existing under and by virtue of the laws of P.R. China with an office and principal place of business located at 5th Floor Sinotrans Mansion, 69 Jie Fang South Road, Ningbo, Zhejiang Province, P.R. China. Sinotrans Ningbo, at all times hereinafter mentioned, is engaged in the business of freight forwarding at Ningbo Port.

9. Upon information and belief, Defendant(s) John Doe(s) 1 to 10 is an or are entity(ies) residing in P.R. China, in the United States, or abroad, and who are liable under any cause of action herein to Zim.

BACK GROUND FACTS

10. On or about June 3, 2007, a fire erupted aboard the M/V ZIM Haifa, a vessel operated by Zim on a trade route between the Far East and the East Coast of the United States, while the vessel was at sea in the Pacific Ocean, about 2 days out of Panama.

11. The crew fought the fire identified to be in hold no. 5 while the vessel increased speed to full in order to arrive more quickly at Balboa, Panama, for assistance.

12. On or about June 4, around 10:30 am, the vessel arrived at Balboa where firefighters boarded the vessel to control the fire and cool down the holds.

13. On or about June 8, the hold no. 5 was opened and the damage was surveyed.

14. The cause of fire and explosions has been traced to a 20 foot container, ZIMU1037636, transported under the Bill of Lading number ZIMUNGB670904, which was found to contain a substance called "Calcium Hypochlorite".

15. Calcium Hypochlorite is an extremely dangerous cargo. It is classified as a hazardous and dangerous material by the International Marine Organization and United Nations, and in the International Maritime Dangerous Goods Code. It can explode and ignite at a relatively low temperature. It must be declared by the shipper as dangerous or hazardous material to the ocean carrier under the terms of the Bill of Lading and under the international conventions.

16. Zim has refused to carry Calcium Hypochlorite since 2002 as a result of the explosion of several containers containing such hazardous product aboard vessels operated by other companies causing the destruction of entire ships, or severely damaging them.

17. As a result of the fire and explosions aboard the M/V ZIM HAIFA, Zim suffered damage to the hull and machinery in hold no. 5 where the above mentioned container was stowed, damage to its containers, personal injury to three crew members, delays and expenses in fighting the fire, the expenses and costs of removing and storing damaged cargo on the pier, investigating the matter, transshipping expenses, and potential cargo claims for the containers of goods which were stowed in the hold.

Misrepresentation of the Cargo In The Bill of Lading

18. The sealed container, ZIMU1037636, which was found by investigators after the incident to contain "Calcium Hypochlorite", was declared by the defendants on the face of Bill of Lading number ZIMUNGB670904 to contain "Calcium Chloride." A true and accurate copy of the Bill of Lading is attached as Exhibit A and annexed and incorporated into this Complaint.

19. Calcium Chloride is a harmless and non flammable material.

20. Defendants provided Zim with a Certification for Safe Transport of chemical Goods prepared by the Shanghai Research Institute of Chemical Industry Testing Centre, declaring the cargo to not be flammable, and not to present any explosive hazard, and not to have any "hazards identification". A true and accurate copy of the Laboratory Certification is Attached as Exhibit B, and annexed and incorporated into this Complaint.

21. Defendants provided Zim with a Dock Receipt in which the cargo sealed inside container ZIMU1037636 is erroneously declared on the document to be "calcium chloride". A true and accurate copy of the Dock Receipt is attached at Exhibit C, and is annexed and incorporated into this Complaint.

22. The true nature of the cargo has been concealed from Zim and misrepresented on the Bill of Lading.

23. Belco appears as the shipper on the Bill of Lading number ZIMUNGB670904 (Exhibit A).

24. The President of Belco admitted to Zim on June 11, 2007, that Belco had placed a purchase order with Sinochem Jiangsu, a trading company located in China, for the supply and shipping of 444 drums of Calcium Hypochlorite, the hazardous and dangerous instable substance, and not for Calcium Chloride as described in the Bill of Lading.

25. The purchase order indicated that the shipment was "C.I.F. Belize" and provided for "shipping instructions". Those "shipping instructions" by Belco required Sinochem Jiangsu to name the shipper on the Bill of Lading as "Belco Resources, Inc." and the consignee as "To Order". A true and accurate copy of the Purchase Order is attached as Exhibit D, and is annexed and incorporated into this Complaint.

26. Sinochem Jiangsu, based in Nanjing, China, hired Huabin, also located in Nanjing, to handle the export of the subject hazardous and dangerous cargo from China to Belize.

27. Huabin in turn contracted with Huabang in the port of Ningbo, to book the ocean transportation of said hazardous and dangerous cargo.

28. Huabang then contacted Sinotrans Ningbo which placed the booking of the hazardous and dangerous cargo with Zim.

29. The Export Customs Declaration for the government of China was handled by Ningbo Global Cargo Co., Ltd.

30. Initially, the booking made by Sinotrans Ningbo with Zim identified Huabang as the "shipper."

31. During the booking of the cargo for transportation, the goods inside the sealed container, ZIMU1037636, were described by Defendants to the agent of Zim as being "calcium chloride".

32. At some point in the process and apparently before the date of loading, Sinotrans Ningbo requested to change the shipper from Huabang to Belco.

AS FOR A FIRST CAUSE OF ACTION
FOR BREACH OF CONTRACT
AS AGAINST ALL DEFENDANTS

33. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though fully set forth at length.

34. Section 14(a) of Zim's Bill of Lading terms and conditions provide that:

(a) When the Merchant delivers goods of a dangerous or hazardous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken. Such goods shall be distinctly marked on the outside so as to indicate the nature thereof and so as to comply with any requirements of any applicable regulations, including regulations contained in any relevant applicable international treaty or convention.

35. Section 17(a) of Zim's Bill of Lading terms and conditions also provide, in substantial part, that:

(a) The Merchant warrants the correctness of the declaration of contents, quantity, nature, definition, weight, measurement or value of the goods, whether containerized or not,.... The Merchant shall be responsible for all consequences of incorrect declarations as aforesaid including fines that may be imposed as a result thereof, irrespective of whether or not inspection as aforesaid has taken place. Merchant warrants that the subject

cargo is being shipped in compliance with every applicable law, regulation or directive.

36. Zim's Bill of Lading defines a "Merchant" as "jointly and severally the shipper, the consignee, the holder and any assignee of this Bill of Lading."

37. Each one of the Defendants is either the shipper, the consignee, the holder, an assignee, or their respective agent, in respect to Bill of Lading number ZIMUNGB670904.

38. Each or any one of the Defendants failed to indicate in writing to Zim the hazardous or dangerous nature of the Calcium Hypochlorite packed in the 444 drums and sealed in container number ZIMU1037636.

39. Each and every one of the Defendants breached its obligation to declare the dangerous goods as defined in the International Maritime Dangerous Goods Code by the International Maritime Organization.

40. Each and every one of the Defendants breached Section 14(a) of Zim's Bill of Lading terms and conditions.

41. Such failure to correctly describe the nature of the goods as "Calcium Hypochlorite" on the Bill of Lading constitutes for each and everyone of the Defendants a breach of its warranties under the applicable international conventions and national laws, as well as Section 17(a) of Zim's Bill of Lading terms and conditions, to correctly and accurately declare the content, nature, and definition of the goods shipped.

42. If the Defendants had accurately described to Zim the goods carried under the subject Bill of Lading, or if Defendants had indicated in writing to Zim the hazardous or dangerous nature of the Calcium Hypochlorite sealed in container ZIMU1037636, the damage would not have happened.

43. Zim has adopted for many years a policy to refuse to transport Calcium Hypochlorite onboard any of its vessels.

44. The Defendants are consequently jointly and severally liable to Zim for the loss or damage to containers, for the damage to the hull and machinery of the M/V ZIM HAIFA, for the loss of use and the capacity of the said vessel, for the personal injury to three crew members, for the delays and expenses in fighting the fire, for the expenses and costs of removing and storing the damaged cargo, for the transshipping expenses, and for any and all other proximately caused damages.

**AS FOR A SECOND CAUSE OF ACTION
FOR BREACH OF WARRANTY
AS AGAINST ALL DEFENDANTS**

45. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though fully set forth at length.

46. The failure of Defendants to accurately describe the nature of the goods on the Bill of Lading constitutes a breach of the warranty of particulars provided under international conventions, and codified in the United States under 46 U.S.C. § 1303(5) and § 1304(6) as well as under the common maritime law.

47. Such breach by Defendants proximately caused the fire onboard the M/V ZIM HAIFA.

48. Each one of the Defendants is jointly and severally responsible for inaccurately describing the nature of the cargo as "Calcium Chloride" instead of "Calcium Hypochlorite".

49. Such Defendants are liable to Zim for all losses, damages, and expenses arising or resulting from the inaccuracies in the particulars of Bill of Lading number ZIMUNGB670904.

**STATEMENT OF A THIRD CAUSE OF ACTION
FOR STRICT LIABILITY
AS AGAINST ALL DEFENDANTS**

50. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though fully set forth at length.

51. A shipper of hazardous or dangerous goods is strictly liable for damages resulting directly or indirectly from such shipments.

52. The Defendants are responsible for shipping "Calcium Hypochlorite," a dangerous substance, aboard the M/V ZIM HAIFA on a container under Bill of Lading ZIMUNGB670904.

53. Calcium Hypochlorite qualifies as a "good of an inflammable, explosive, or dangerous nature."

54. Zim had no knowledge, and could not have had knowledge, that the goods shipped under Bill of Lading number ZIMUNGB670904 were of a dangerous or hazardous nature because the goods were declared and labeled by Defendants as "Calcium Chloride," a non-dangerous and non-hazardous substance.

55. Each and every one of the Defendants can be characterized as the seller of the subject dangerous goods, and each and every one of the Defendants placed the subject cargo into the stream of commerce.

56. Such hazardous and dangerous goods in container number ZIMU1037636 caused damages to containers and their contents, the vessel, injured crew members that fought the fire, and resulted in many other losses and expenses for Zim.

57. Each and every one of the Defendants are liable for such damages resulting directly or indirectly from said shipment.

NINTH CAUSE OF ACTION
FOR INTENT MISREPRESENTATION
AGAINST ALL DEFENDANTS

58. Each and every one of the foregoing allegations is incorporated herein by reference and recited as though set forth at length.

59. Defendants failed to disclose to Zim that the goods shipped under Bill of Lading number ZIMUNGB670904 were of a hazardous or dangerous nature.

60. As described in more detail above, the Defendants' description of the particulars on Zim's Bill of Lading contained false and/or misleading information as to the dangerousness nature of the goods shipped inside sealed container ZIMU1037636.

61. Such intentional or negligent representations were material to Zim's decision to accept and transport the shipment.

62. Defendants failed to exercise reasonable care in communicating to Zim the nature of goods to be shipped under Bill of Lading ZIMUNGB670904.

63. Zim relied on the truthfulness and completeness of the information disclosed by the Defendants in the subject Bill of Lading (Exhibit A), the Dock Receipt (Exhibit B), and the Certification for Safe Transport (Exhibit C) and such reliance was justified.

64. Zim has suffered damages and may continue to suffer additional damages as a result of Defendants' representations and omissions.

65. Defendants' tortious activities have caused Zim substantial and irreparable injury in an amount to be determined at trial.

AND THE SEVENTH CAUSE OF ACTION
FOR FRAUD
AGAINST ALL DEFENDANTS

66. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted in full and set forth at length.

67. As set forth more fully above, Defendants made a number of material misrepresentations and/or omissions upon which it relied and had a right to rely.

68. Defendants intentionally or with knowledge, concealed from Zim the true nature of the goods shipped in container loading number ZIMUNGB670904, because had they declared that the goods in the container were in fact Calcium Hypochlorite, Zim would not have accepted or transported the goods.

69. Defendants intentionally and expressly misrepresented the nature of the goods as "Calcium Chloride" in order to conceal the real and dangerous nature of the cargo actually sealed in container ZIMUNGB670904, which was in fact "Calcium Hypochlorite."

70. Defendants intentionally or with knowledge, provided Zim with a Certification for Safe Transport (Exhibit C) confirming that the cargo was non flammable and not dangerous.

71. The true nature of the cargo was concealed by Defendants from Zim and misrepresented on the Bill of Lading and the Dock Receipt (Exhibit B).

72. Zim reasonably relied on Defendants' representations and documentation by accepting to transport the goods.

73. Defendants acted in concert and worked together in furtherance of the fraud.

74. Upon information and belief, Defendants made each misrepresentation and/or omission described above with knowledge that the misrepresentations and/or omissions were false, or with the intent that Zim would rely on such misrepresentations and/or omissions.

75. Zim was aware of the falsity of Defendants' representations and/or omissions.

76. As a result of their reliance upon the misrepresentations and omissions alleged herein, Zim has been and will be damaged to be determined at trial.

77. By making false and/or misrepresentations and/or omissions, Defendants acted maliciously and intentionally to give rise to an award of punitive damages.

JOINDER OF CLAIM FOR DECLARATORY JUDGMENT

78. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though fully set forth at length.

JURISDICTION

79. This Court has jurisdiction over this joined claim pursuant to 28 U.S.C. § 1367 and 28 U.S.C. § 1331.

VENUE

80. Venue is properly placed under 28 U.S.C. §§ 1391 (c) and (d), and under Section 24 of Zim's Bill of Lading terms and conditions.

EXCLUSION OF LIABILITY FOR CARGO LOSS DUE TO FIRE

81. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though fully set forth at length.

82. A carrier cannot be held liable under 46 U.S.C. § 1304(2)(b) for loss or damage arising or resulting from fire unless caused by the actual fault or privity of the carrier.

83. Moreover, under the fire statute, 46 app. U.S.C. § 182:

No owner of any vessel shall be liable to answer for or make good to any person any loss or damage, which may happen to any merchandise, when on board, which shall be shipped, taken in, or put

on board any vessel, by reason or by means of any fire happening on board of the vessel, unless such fire is caused by the destruction of the ship owner.

84. The fire aboard the M/V ZIM HAIFA is due to the ignition of "Calcium Hypochlorite" shipped without fault, or knowledge of Zim.

85. Such fire is not caused by the actual fault or privity of Zim.

86. Such fire is not caused by the design or neglect of Zim.

87. Zim cannot, therefore, be held liable for cargo losses caused to the Defendants or to any other third parties as a result of such fire.

88. Plaintiff respectfully asks the Declaration by this Honorable Court that Zim's liability to the Defendants or any third parties, which could claim damages for cargo losses as a result of such fire, if any, should be therefore totally excluded under either the fire statute, and/or under 46 U.S.C. § 1304(2)(b), as well as the other defense set forth in 46 U.S.C. § 1304(1), and the terms of the Bill of Lading contract.

EXCLUSION OF LIABILITY FOR CARGO LOSS DUE TO INFLAMMABLE, EXPLOSIVE, OR DANGEROUS PRODUCTS

89. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted as though set forth at length.

90. The shipper of cargo of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier has been notified with knowledge of their nature and character, shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. 46 U.S.C. § 1304(1)(a).

91. Under section 1(a)(b) of Min's Bill of Lading:

The Merchant shall be liable and shall indemnify the Carrier and any other legal body for all expenses, loss or damage suffered by the vessel, to a cargo, whether on board or ashore, to third party(s) or to any other(s) as a result of his failure to comply with the clause set for in paragraph (a) of this Clause.

92. As described above, the Defendants have failed to disclose to Zim the dangerous character of the goods shipped under Bill of Lading ZIMUNGB670904.

93. In so doing, the Defendants have failed to comply with applicable international and local rules on dangerous goods, as well as to the terms of Zim's Bill of Lading.

94. Zim has not consented to the shipment of these dangerous goods and had it known, it would not have accepted the goods for carriage.

95. Plaintiff respectfully asks the Declaration by this Honorable Court that as a result of Defendants' failure to comply with the contractual rules, laws and regulations on dangerous and hazardous goods, the Defendants shall be liable for all damages and expenses directly or indirectly incurred of or resulting from such shipment of unauthorized "Calcium Hypochlorite."

INDEMNITY AND CONTRIBUTION BY SHIPPER FOR THIRD-PARTY CLAIMS

96. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted in this Declaration forth at length.

97. Each one of the Defendants is solely responsible for all damages and expenses directly or indirectly incurred of or resulting from the shipment of unauthorized "Calcium Hypochlorite" to and from ZIM HAIFA.

98. As a result of the foregoing, each and everyone of the Defendants should indemnify or contribute to the payment of any and all claims brought by third parties at any place in the world and in any legal forum, including any place in the world, if any, for cargo losses as a result of said shipment of "UNIDENTIFIED", "Sodium Hypochlorite", and for any amount it may be required to pay including reasonable attorneys' fees incurred in this action. Defendants have been informed of the loss and informed of Zim's intention to seek indemnification for any and all judgments filed against Zim in any part of the world and in any legal forum.

NOTICE FOR ISSUANCE OF RULE B ATTACHMENT

99. Each and every one of the foregoing allegations is incorporated herein by reference and reasserted at length and set forth at length.

100. Each and every one of the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, each and every Defendants have, or will have, assets within this District and subjects to the jurisdiction of this court, including, but not limited to, HSBC (USA), Wachovia, Citibank, American Express Bank, J.P. Morgan Chase, Bank of America, and the Bank and/or Standard Chartered Bank, which are believed to be due and owing to the Plaintiffs.

101. The total amount to be attached by Plaintiff pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims is US\$3,096,694.00, plus interest and costs, representing damages sustained by ZIM as a result of this

incident. A true and accurate copy of the Plaintiff's calculation of damages is attached as Exhibit E and annexed and incorporated by reference into this Complaint.

102. The Plaintiff hereby seeks an Order from this Court directing the Clerk of Court to issue Process of Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching any assets of each and every one of the Defendants and the aforesaid garnishees for the purpose of obtaining personal jurisdiction over them, and to secure and/or satisfy the plaintiff's claims as described above.

WHEREFORE

(a) The Plaintiff believes and believes that Zim's liability to the Defendants, or to any third parties, which could claim against Zim for cargo losses as a result of said fire, if any, should be totally excluded under the applicable law, statute, and/or under 46 U.S.C. § 1304(2)(b);

(b) The Plaintiff believes and believes that, as a result of its failure to comply with the contractual rules, laws, regulations, and/or applicable law, statute, and/or under 46 U.S.C. § 1304(2)(b), the Defendants, shall be liable for the damages and expenses directly or indirectly arising out of or resulting from such shipment of the cargo of "Calcium Hypochlorite".

(c) The Plaintiff believes and believes that indemnification or Contribution as a consequence of claims, suits, judgments, or settlements brought by third parties against Zim in any place in the world, and in any legal action, shall be a damage to cargoes as a result of the fire aboard the M/V ZIM HAIFA, and for any and all damages that Zim may be required to pay, including costs, disbursements and reasonable attorney's fees incurred in those actions;

(d) Judgment shall be entered in favor of Plaintiff on each and all of the Causes of Action above;

(e) Judgment awarding Plaintiff damages, as well as punitive damages as authorized by law;

(f) Judgment awarding Plaintiff his reasonable costs and expenses, including attorneys' fees incurred in connection with the prosecution of this action to the extent allowed by law;

(g) Judgment awarding Plaintiff such other and further relief as the Court may deem just and equitable;

(h) Judgment in the form of law issue against each one of the Defendants, citing each and every law under oath all and singular the matters alleged in the Complaint;

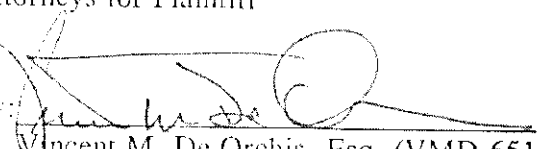
(i) Because none of the Defendants cannot be found within this District pursuant to Rule 2 of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court is hereby directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims against all tangible or intangible property in whatever form or any other funds held by or for, including, but not limited to, HSBC (USA), Bank of America, Wachovia, Citicorp, Citibank, Express Bank, J.P. Morgan Chase, Bank of New York, Deutsche Bank, and any other Chartered Bank, which are believed to be due and owing to the Defendant in the amount of US\$3,096,694.00 to satisfy and/or secure Plaintiff's

claims, and that all persons with an interest in the same be cited to appear and pursuant to Supplemental Admiralty Rules 10 and 11 for the matters alleged in the Complaint;

(j) The Court has jurisdiction over this matter through the entry of any judgment or award in respect of the claims currently pending, or which may be initiated in the future, and all costs thereof.

Dated: New York, New York
June 20, 2007

DEORCHIS WIENER & PARTNERS, LLP
Attorneys for Plaintiff

By: 
Vincent M. De Orchis, Esq. (VMD-6515)
William E. Lakis (WL-9355)
Olivier D. L. DuPont (OD-2817)
61 Broadway, 26th Floor
New York, New York 10006-2802
(212) 344-4700
Our File: 1236-689

VERIFICATION

Vincent M. DeOrchis, Esq. and states that he is a partner in the law firm of DeOrchis, Wiener & Associates, LLP, attorneys for plaintiffs in this action, and that the foregoing Verified Complaint is true to his knowledge, except as to matters therein stated on the information and belief of Plaintiff; that the ground of his belief as to all matters stated upon knowledge is information furnished to him by Plaintiff; that the reason a Verification is not made by Plaintiff is that Plaintiff is a corporation whose principal place of business is outside the New York County, and that due to the exigent nature of this matter it is not possible to obtain a Verification from Plaintiff; and that he is authorized to execute this Verification.

I declare and swear under penalty of perjury that the foregoing is true and correct.

Executed on June 20, 2007.



VINCENT M. DeORCHIS

HIBIT A

FEB-5-2002 13:22

P:1

BILL OF LADING

BELO RESOURCES INC.
P.O. BOX 8164 DORSET

TO ORDER OF SHIPPER

PROSSER PERMANENT
MILE 8 WESTERN HIGHWAY
PELIZERO, DORSET, VICT
TEL: 501-223-5104

PORT OF ORIGIN: DORSET

PORT OF DESTINATION:
ZIM SAVANNAH

PORT OF DESTINATION:
PELIZE CITY

CONT: 2000000000
SEAL: 749800/0000
N/A

TOTAL: FOUR HUNDRED

MERCHANT'S DECLARATION
If Merchant enters a value, it is for the purpose of insurance only.

NOTE: The Bill of Lading is subject to the terms and conditions of the Bill of Lading. The Bill of Lading is subject to the terms and conditions of the Bill of Lading. The Bill of Lading is subject to the terms and conditions of the Bill of Lading.

The Merchant's attention is drawn to the fact that the Bill of Lading is subject to the terms and conditions of the Bill of Lading. The Bill of Lading is subject to the terms and conditions of the Bill of Lading. The Bill of Lading is subject to the terms and conditions of the Bill of Lading.

ZIM SHIPPING SERVICES LTD



ZIM CONTAINER SERVICE

SHIPMENT NO.	ZIMUNDA5000A
DATE OF SHIPMENT	
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DATE OF DELIVERY	
DATE OF PAYMENT	
DATE OF CANCELLATION	
DATE OF EXPIRATION	

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HIBIT B

FEB-5-2002 13:22

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NO. SA3600703

运输条件鉴定书

Certification

Part of Chemical Goods

样品名:

Name of

送样单位

) CHLORIDE

华经贸有限公司



研究院检测中心

化学检测有限公司

Centre of Chemical Industry Testing (Centre

Chemical Industry Testing Co., Ltd.)

Shar

(

June 11 2007 12:00 PM

FOR NO. 1

FOR NO. 1

Page 1 of 1

Date

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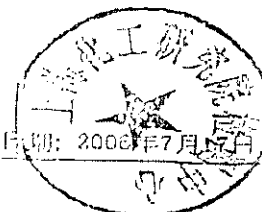
P:5

样品名称 Name of Goods		危险条件鉴定书 Transport of Chemical Goods NO. SA2600700 Page 1/2	
送样单位 Shi		样品名称 FLORIS	
生产单位 Ma		样品来源 危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	
检验方法 Inspection me Method		样品外观 Appearance	
TRANSPORT INFORMATION	1	危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	
	2	危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	
	3	危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	
	4	危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	
备注 Comments		危险货物建议书 IATA TRANSPORT OF DANGEROUS GOODS	

批准 Approver

检查者 Checker

主检 Appraiser



2007 12:04 P2

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P15

<div>鉴定条件鉴定书</div> <div>To Transport of Dangerous Goods</div> <div>NO. SA3600702</div> <div>Page 2/2</div>	
鉴定项目名称 Item	鉴定结论 CONCLUSION
爆炸危险鉴定 Determination of Explosion	
易燃危险鉴定 Determination of Flammability	经试验，表明该货物不属于易燃危险品。 The result is conducted in accordance with the regulation, the result indicates not belong to flammable solid.
氧化剂危险鉴定 Determination of Oxidizing Substance	经试验，表明该货物不属于氧化剂。 The result is conducted in accordance with the regulation, the result indicates not belong to oxidizing substances.
毒害危险鉴定 Determination of To Infectious Substance	经试验，表明该货物不属于毒害品。 The result is conducted in accordance with the regulation, the result indicates not belong to toxic substances.
放射危险鉴定 Determination of Radioactive Material	经试验，表明该货物不属于放射性物质。 The result is conducted in accordance with the regulation, the result indicates not belong to radioactive material.
腐蚀危险鉴定 Determination of Corrosives	经试验，表明该货物不属于腐蚀性物质。 The result is conducted in accordance with the regulation, the result indicates not belong to corrosives.
其他危险鉴定 Determination of Other Dangerous Property	经试验，表明该货物不属于其他危险物质。 The result is conducted in accordance with the regulation, the result indicates not belong to other dangerous property.

2007 12:04

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Page 26

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EXHIBIT C

Shipper (发货人)

HUABANG INTERNATIONAL
ROOM 8-33, 8/F, CANAL
BUILDING, NO. 541 FANJIAN
TEL: 86-574-87311111

Consignee (收货人)

TO ORDER

Notify Party (通知人)

PROBUDER PARTITION
MILA S WESTED
TEL: 501-222-5581

Pre-arranged by (前经安排)

Ocean vessel (船名) Vessel

Port of Destination (目的地)

Commodity No. (货物编号)
Seal No. (封号)
Mark (标志)

N/M

TOTAL NUMBER OF COMMODITY
OR PACKAGES (总件数)
集装箱或件数

FREIGHT & CHARGES
(运费与附加费)

FREIGHT PREPAID

Ex Rate (汇率)

Price Type on Receiving
☐ - CY ☐ - CFS
TYPE OF GOODS (种类)
☐ General
☐ Special

可否转船:

日期:

标志:

印单日期:

B/R No. (编号)

ZIM-0000000001

ZIM-0000000001

运费通知(1)

13044086. A42
13045-F/0005

Description of Goods (货物描述)		Gross Weight (毛重)	Measurement (丈量)
ZIM-0000000001		20,400.00KGS	20.000CBM
同意延伸堆场放箱			
ZIM NINGBO			
13044086			

FOR CARRY FOLD BRIMS ONLY

Origin (产地)	Port (港口)	Prepaid (预付)	Collect (到付)
Place of Issue (签发地)		AT NINGBO	
CLASIFICATION		TUNCE	

Temp. Type on Receiving	Refer Temperature Required (所需温度)	°F	°C
<input type="checkbox"/> - CY <input type="checkbox"/> - CFS	<input type="checkbox"/> - DOOR		
TYPE OF GOODS (种类)	危险 (危险)	Class (等级)	Property (属性)
		UN No. (UN编号)	

联系人:

电话:

业务员:

EXHIBIT D

06/12/2007 18:00
Belco Resources
 148 Roundabout
 P.O. Box 8164
 Rocky Mount, NC
 Tel: (252)442-0700

Please deliver to:
 Geng Xiaoning

Company:

Sinochem Jiangsu

Herewith, Please accept

RE: Purchase Order N

Quantity	U/M	Part #
19.98	MT	

11:00 RESOURCES

PAGE 02

To: Fax No.: 01-4
 Pages: 1 of 1
 Date: 1/4/06
 From: Natalie Gupron
 Msg. #

****PURCHASE ORDER****

Reference to our order number BL 9769

Price
 \$1,000.0000

Extended Cost
 \$25,974.00

Packing Information:

45 Kg plastic drums with
 drum labels / markings

DRUM MARKINGS: Bel Chlor
 Manufactured for: Belco Resources
 PO Box 8164
 Rocky Mount, NC 27854
 Tel: 252-442-0700
 E-mail: BelcoRes@aol.com

Shipping Marks

bel Chlor 65%
 CIF Belize
 BL9769/ 1-500
 PO# 1269

Payment Terms: 60 days net B/L

Shipment Date: To be advised

Ship To: CIF Belize
 ** B/L Instructions**
 Shipper: Belco Resources, Inc.
 P.O. Box 8164
 Rocky Mount, NC 27854
 Consignee: To order of shipper
 Notify: Fertilizer Company
 Mile 8 Western Highway
 Belize City, Belize, Central America
 Tel: 501-223 6384
 Attn: Salvador Espal

Shipping Instructions:

Please adhere to the following:

- ☒ Please do not include any pre-
- ☒ Your commercial invoice, to be
- ☒ Please arrange for shipment.
- ☒ NO CHINESE MARKING

Kindly confirm acceptance of the
 We thank you for your assistance
 at the numbers listed above.

Natalie Gupron

1.

Site of analysis and certificate of insurance are to be sent to our office
 earlier.

Once available please provide us with shipping details; ETD, ETA and

in fax.

visible. Should you have any questions, please contact us

EXHIBIT

As A Result of the Collision Between the m/v ZIM AS OF June 20, 2007
 and the m/v ZIM HAIIFA On June 3, 2007

Nature of Damage	Est. Amount
Container Damage	\$590,000
Vessel Damage	\$770,000
Supply of CO2 cylinders	\$28,244
Refilling of breathing apparatus	\$2,800
Cleaning and vegetable oil	\$12,750
Supply of extra fuel oil	\$1,450
Chemist fees (for cargo)	\$6,500
Discharge costs (for cargo)	\$31,000
Wharfage and equipment	\$40,000
Extra pilotage for cargo	\$1,800
Extra tug hire for cargo	\$4,500
Extra tug hire to tow vessel	\$12,000
Extra line handling	\$700
Lost canal booking	\$26,500
Customs/immigration	\$1,000
Channel fee & pilotage	\$1,000
Agency fee	\$2,000
Extra security for damage	\$2,500
Special security charges	\$6,500
ACP fire tug/fire fighting	\$30,000
Ram-neck tape to hold	\$1,550
Cleaning / debris removal	\$25,500
Loss slots in Hold	\$69,600
Survey Fees (Part 1)	\$15,000
Burgoyne (fire extinguisher)	\$20,000
Storage of containers	\$62,650
Extra wages for crew	\$15,000
Crew injuries	\$50,000
Vessel Delay	\$429,000
Additional Bunkers	\$281,050
Lost Profits due to delay	\$330,000
Total	\$3,096,694.00